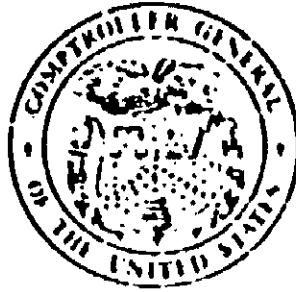


DECISION



118388  
THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D.C. 20548

FILE: B-207309

DATE: May 17, 1982

MATTER OF: Guardian Security Agency, Inc.

DIGEST:

There is no merit to protest that agency improperly extended time within which awardee may furnish evidence of its ability to meet all contractual requirements. Such a requirement is a matter of responsibility and agency may consider evidence of responsibility any time before award is made.

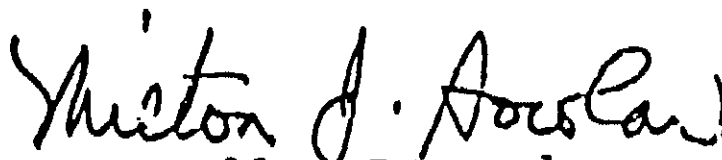
Guardian Security Agency, Inc. protests the action taken by the General Services Administration (GSA) in extending the time within which S & C Security may submit evidence in support of an anticipated award under solicitation GS-11C-20008.

According to Guardian, it should receive award as the second low bidder because S & C was not able to furnish evidence that it would be able to meet all contract requirements under a provision in the solicitation which required the evidence to be submitted within 30 days after bid opening. Guardian complains that GSA has allowed S & C additional time in which to submit such evidence.

Guardian's protest is without merit. Evidence of an offeror's ability to perform is a matter of responsibility. Lewis Corporation, B-205115, November 3, 1981, 81-2 CPD 380. Evidence of a firm's responsibility may be furnished at any time prior to award, and an agency's right to consider such evidence is not limited by a cut-off date specified in the solicitation. Cf. TN Systems, Inc., B-203156, December 14, 1981, 81-2 CPD 464 (a case dealing with the right of an agency to waive a first article testing requirement based on information received after bid opening, even though the solicitation required bidders seeking such a waiver to submit evidence of prior Government approval with the bid).

Although the protester asserts that GSA's actions are unfair because if bidders had been apprised of GSA's "true intentions, it is likely that bid prices would have been affected," the protester does not explain how bids might have been affected and it is not apparent to us why bid prices would have been affected. In this regard, we point out that the purpose of the cut-off date was not for the benefit of the bidders, but rather was for the benefit of the agency to enable it to determine the low bidder's responsibility in a timely fashion. Thus, we do not agree that other bidders were somehow prejudiced as a result of the agency's apparent willingness to waive the 30-day period.

The protest is denied.

*for*   
Comptroller General  
of the United States